

CLINICAL AFFILIATION AGREEMENT

THIS AGREEMENT, made 14th: December: by and between **Beckfield College, LLC** (hereinafter referred to as the "College") and: Boone County Schools (hereinafter referred to as the "Clinical Affiliate").

WITNESSETH:

WHEREAS, both parties named above are desirous of entering into this Agreement in order to set their respective rights hereunder; and

WHEREAS, Clinical Affiliate operates a facility various schools;
located at various addresses; and

WHEREAS, the goal of this Agreement is to provide learning experience for all pre-licensure nursing students in Clinical Affiliate which both parties feel is essential to the education of the students; and

WHEREAS, by this experience the quality of education programs and the amount of available qualified nurses will be greatly increased in the area.

NOW, THEREFORE, the parties agree as follows:

I. General Provisions

- a. The clinical education of the students is the primary purpose of this Agreement.
- b. The assignment of faculty and students and the selection of learning experiences will be made without regard to race, creed, sex or national origin of students, personnel or those being served.
- c. There shall be no financial obligation on behalf of either party.
- d. Both parties agree that they share responsibility for the education of the students through cooperation in planning, selection of experience, maintenance of acceptable standards of performance, direct and proper supervision, provision of qualified personnel, and evaluation of student performance.
- e. College agrees to comply with the established policies and practices of Clinical Affiliate with regard to patient care, health of staff members, uniforms and use of equipment and facilities.
- f. College agrees that it will carry general and professional liability coverage program administered by *Healthcare Providers Service Organization, Insurance Provided by American Causality Company of Reading, Pennsylvania*. Such coverage shall extend to all students and faculty of college participating under this Agreement and shall be at least in the amounts of One Million Dollars (\$1,000,000) per occurrence, with a Three Million Dollar (\$3,000,000) aggregate for all claims under this policy. College further agrees to provide proof of professional liability coverage, at the request of Hospital prior to the commencement of this Agreement

- g. It is understood and agreed that the student and faculty participating hereunder are not employees of, and therefore will not be entitled to any benefits of workers' compensation in the event of any injury occurring on the premises of Clinical Affiliate.
- h. Both parties under this Agreement agree to share all pertinent materials relating to philosophies, policies, procedures, personnel and the availability of learning opportunities to keep the other party informed of changes affecting the direct preparation of the student.
- i. Clinical Affiliate may request College to withdraw any student whose conduct or performance is not in accordance with Clinical Affiliate's policies and standard of performance, and College agrees to honor all such legitimate requests. College, furthermore, may withdraw any student whose progress, conduct or performance does not meet the standards for continuation of the program.
- j. Students and faculty agree that they will observe all of Clinical Affiliate's holidays, unless specific arrangements to the contrary are made in advance as may be requested from time to time by Clinical Affiliate.

II. College's Responsibilities

- a. The planning and execution of the education program, including programming, administration, faculty appointment, curriculum content and learning experience, and the evaluation of students is College's responsibility.
- b. A faculty member of a nursing education program is responsible for planning the student's clinical experience and for evaluating the student's performance. Clinical nursing experiences are assigned by faculty based on course objectives and student learning needs. Faculty or instructional personnel shall supervise student practice by providing guidance, direction, and support appropriate to the clinical situation.
- c. Supervision of a nursing student shall be provided for each clinical experience involving the delivery of nursing care to an individual or group of individuals. This supervision shall be provided only by a faculty member, teaching assistant, or preceptor who meets the qualifications set forth in the rule of the Administrative Code for a nursing education program.
- d. All experiences for a nursing student in a clinical setting involving the delivery of nursing care to an individual or group of individuals shall be performed under the direction of a faculty member who functions only as a faculty member during the nursing student's clinical experience. The faculty member providing the direction shall establish clinical objectives or outcomes within the framework of the course in which the student is enrolled; communicate clinical objectives or outcomes to the student, the teaching assistant and preceptor, if utilized, and to the staff at the clinical site.
- e. The setting of requirements for admissions, retention, promotion and the graduation of students is College's responsibility.
- f. The employment of sufficient qualified faculty to develop and execute the education programs, including supervision of students during work experience, is College's responsibility. The students shall at all times be directly supervised and no student shall be left unattended.

- g. When a student is completing a clinical practicum (role transition) the teaching assistant or preceptor providing supervision of a nursing student shall at least:
 - i. Have a competence in the area of clinical practice in which the teaching assistant or preceptor is providing supervision to a student
 - ii. Design, at the direction of a faculty member, the student's clinical experience to achieve the stated objectives or outcomes of the nursing course in which the student is enrolled
 - iii. Clarify with the faculty member the role of the teaching assistant, the responsibilities of the faculty member, the course and clinical objectives or outcomes and the clinical experience evaluation tool
 - iv. Contribute to the evaluation of the students' performance by providing information to the faculty member and the student regarding the students' achievement of established objectives or outcomes.
- h. A role transition preceptor shall provide supervision to no more than two nursing students at any one time, provided the circumstances are such that the preceptor can adequately supervise the practice of both students. A clinical instructor shall provide supervision to no more than ten nursing students at one time at a clinical site.
- i. College further agrees that it will provide Clinical Affiliate with written information regarding the resources needed, the number of students, the students' schedule for work experience, specific academic levels of the students, the objectives of the student's experience, a syllabus for the courses utilizing the clinical experience, the names and qualifications of the faculty assigned to each group of students, and any other pertinent information prior to each work rotation, and any other relevant information which may be requested by Clinical Affiliate.
- j. College shall be responsible for the quality of work rendered at all times by the students. College hereby indemnifies and agrees to hold Clinical Affiliate, its directors, officers, agents and employees harmless from and against any and all claims, demands, liabilities, damages and expenses for injury to persons or damage to property caused or asserted to have been caused by the negligent or intentional acts of college, its faculty, students, employees, agents and servants.
- k. College shall be involved with the appropriate Clinical Affiliate personnel in planning, guiding and evaluating each student.

III. Clinical Affiliate Responsibilities:

Clinical Affiliate agrees under this Agreement to do the following:

- a. Provide the appropriate facilities and clinical resources necessary for the nursing students to achieve that clinical experience which is contemplated under this Agreement.
- b. Provide, as much as possible within the budgetary means of Clinical Affiliate, space, dressing rooms and locker facilities, cafeteria facilities and parking during the assignment of students to Clinical Affiliate.
- c. Provide an orientation of faculty and students to Clinical Affiliate policies and procedures.
- d. Cooperate as much as possible in planning, guiding, and evaluating student experience and performance while in Clinical Affiliate.

- e. Maintain appropriate State licensure and/or accreditation for a facility of the type that Clinical Affiliate is registered.

IV. Term.

This Agreement shall be in effect for one (1) year commencing on__Jan 1, 2024 and expiring on__Dec.31,2024, and shall thereafter **automatically renew for successive terms** unless either party gives the other no less than one hundred twenty (120) days written notice of non-renewal prior to the expiration date of the initial term or any renewal term, as appropriate.

V. Termination.

This Agreement may be terminated with or without cause by either party at any time upon sixty (60) days written notice to the other party, provided that the students currently enrolled in a work experience program may complete that experience.

VI. Interpretation.

This Agreement shall be interpreted and enforced in accordance with the laws of the State of Kentucky.

VII. Notice.

Any notice under this Agreement shall be sent:

College: Beckfield College, LLC
16 Spiral Drive
Florence, KY 41042

Clinical Affiliate: Name:
Address:
City/State/Zip:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

Signature:

Beckfield College LLC

BY: Dr. Michael Wayne Rager

TITLE: Chief Nursing Officer

“Clinical Affiliate”

Signature:

BY: _____

TITLE: _____